

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

FILED

JUL 20 2016

U. S. DISTRICT COURT
EASTERN DISTRICT OF MO
ST. LOUIS

UNITED STATES OF AMERICA,

Plaintiff,

v.

DARRIN LANDES,

Defendant.

No.

4:16CR00318 RWS/NCC

INDICTMENT

COUNT I
(Wire Fraud)

The Grand Jury charges that:

1. At all times relevant, the defendant **DARRIN LANDES** ("defendant"), resided within the Eastern District of Missouri.
2. PayPal was a financial institution that is headquartered in the state of California. PayPal was a subsidiary of eBay, which is an internet-based auction house headquartered in the state of California.

Purpose of the Scheme and Artifice

3. From on or about October 2015 until the present, within the Eastern District of Missouri and elsewhere, the defendant,

DARRIN LANDES,

knowingly devised and intended to devise a scheme and artifice to defraud potential purchasers of tickets to sporting and entertainment events and to obtain money and property by means of materially false and fraudulent pretenses, representations and promises.

4. It was part of the scheme and artifice that defendant offered to sell tickets to sporting and entertainment events, including, but not limited to the 2016 Kentucky Derby, the 2016 Masters golf tournament in Augusta, Georgia ("The Masters"), and St. Louis Cardinals games. On some occasions, defendant offered to sell accommodations at these events, including accommodations at hotels, resorts, and/or homes. These were false and fraudulent offers because defendant did not have these tickets to sell, or if he did have one ticket to the event he attempted to sell the same ticket to someone else. Defendant also did not have access to accommodations at these events that he claimed that he had.

5. Defendant and the purchasers discussed the price for these tickets through face-to-face conversations, emails, texts, and/or telephone conversations.

6. The purchasers agreed to provide defendant with payment for the items they were buying. Defendant agreed that after he received payment he would send the purchaser the items he agreed to sell.

7. On some occasions, defendant sent potential purchasers written agreements, or a confirmation email, to lure purchasers into sending him money for the items he proposed to sell.

8. After defendant and the purchaser agreed on a price for the item that defendant was going to sell, defendant instructed the purchaser to send payment to him by wire transaction to one or more of the following: 1) his PayPal account; 2) one of his alleged business acquaintance's PayPal account; or 3) on some occasions defendant met with the purchaser and obtained the money for the items he was selling.

9. From on or about October 2015 through the present, relying on defendant's false and fraudulent pretenses, promises, and representations, multiple purchasers agreed to purchase items that defendant fraudulently offered for sale. The buyers then transferred their money to defendant

through face-to-face meetings or through wires in interstate commerce per Defendant's instructions.

10. After the purchasers sent money to defendant and they did not receive the items that they paid for, the purchasers would attempt to contact defendant. If they reached defendant, he offered some excuses for the delay in sending the purchased item. Once defendant received payment, he typically no longer communicated with the purchasers, or continued to offer them excuses as to why he had not provided them the tickets that they purchased. Defendant also failed to send them the items that they sought to purchase.

11. Some of defendant's victims, including R.R., resided outside the Eastern District of Missouri and wired money to defendant within the Eastern District of Missouri.

12. At all times relevant to this indictment, R.R. resided in the state of Texas.

13. On or about March 31, 2016, in the Eastern District of Missouri, the defendant, for the purpose of executing the scheme described above, and attempting to do so, caused to be transmitted by means of wire communication in interstate commerce the signals and sounds, to wit: a wire transfer in the amount of \$1,000 from R.R.'s PayPal account to defendant's PayPal account after defendant had represented to her that he would sell a travel package consisting of Kentucky Oaks tickets, Kentucky Derby tickets, and Marriot hotel accommodations.

All in violation of Section 1343 of Title 18 of the United States Code.

A TRUE BILL.

FOREPERSON

RICHARD G. CALLAHAN
United States Attorney

ANTHONY L. FRANKS, #50217MO
Assistant United States Attorney